
TIGARD CITY COUNCIL
MEETING

NOVEMBER 18, 2003 6:30 p.m.

TIGARD CITY HALL
13125 SW HALL BLVD
TIGARD, OR 97223



PUBLIC NOTICE:

Anyone wishing to speak on an agenda item should sign on the appropriate sign-up sheet(s). If no sheet is available, ask to be recognized by the Mayor at the beginning of that agenda item. Visitor's Agenda items are asked to be two minutes or less. Longer matters can be set for a future Agenda by contacting either the Mayor or the City Manager.

Times noted are estimated; it is recommended that persons interested in testifying be present by 7:15 p.m. to sign in on the testimony sign-in sheet. Business agenda items can be heard in any order after 7:30 p.m.

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

A G E N D A
TIGARD CITY COUNCIL MEETING
NOVEMBER 18, 2003

6:30 PM

- **STUDY SESSION**
 - > **DOWNTOWN TASK FORCE DISCUSSION**
 - > **CITIZEN INVOLVEMENT – IDEAS FOR FUTURE DIRECTION**
- **EXECUTIVE SESSION:** The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(3), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

7:30 PM

1. **BUSINESS MEETING**
 - 1.1 Call to Order - City Council & Local Contract Review Board
 - 1.2 Roll Call
 - 1.3 Pledge of Allegiance
 - 1.4 Council Communications & Liaison Reports
 - 1.5 Call to Council and Staff for Non-Agenda Items
2. **VISITOR'S AGENDA (Two Minutes or Less, Please)**
3. **CONSENT AGENDA:** These items are considered to be routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:
 - 3.1 Authorize the Chief of Police to Enter into a Cooperation Agreement with the Regional Organized Crime Narcotics Agency
 - 3.2 Local Contract Review Board:
 - a. Award the Gate Access Control Contract to ADT Security Services

- Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.

4. DISCUSSION WITH STATE SENATOR GINNY BURDICK AND STATE REPRESENTATIVE MAX WILLIAMS
 - a. Comments by Senator Burdick and Representative Williams
 - b. Council Discussion

5. RECOGNIZE COMPLETION OF THE THREE-YEAR COMMEMORATION OF THE 50TH ANNIVERSARY OF THE KOREAN WAR
 - a. Staff Report: Administration Staff
 - b. Council Discussion and Acknowledgements
 - c. Council Consideration: Resolution No. 03 - _____

6. PUBLIC HEARING (LEGISLATIVE) TO CONSIDER AN ORDINANCE ESTABLISHING AND IMPOSING A STREET MAINTENANCE FEE, AND DECLARING AN EMERGENCY
 - a. Open Public Hearing
 - b. Summation by Engineering Staff
 - c. Public Testimony
 - d. Staff Recommendation
 - e. Council Discussion
 - f. Close Public Hearing
 - g. Consideration by Council: Ordinance No. 03 - _____

7. UPDATE ON BRIDGEPORT VILLAGE
 - a. Staff Report: Community Development Staff
 - b. Council Discussion

8. COUNCIL LIAISON REPORTS

9. NON AGENDA ITEMS

10. **EXECUTIVE SESSION:** The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(3), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

11. ADJOURNMENT

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MEMORANDUM

Administration



TO: Honorable Mayor and City Council

FROM: Liz Newton, Assistant to the City Manager *LN*

DATE: November 7, 2003

SUBJECT: Citizen Involvement - Ideas for Future Direction

This memo addresses proposed changes in the City's overall citizen involvement program designed to provide more opportunities to educate, involve and inform citizens.

Neighborhood Associations:

At the October 21 City Council meeting, Council discussed the idea of pursuing the formation of neighborhood associations. Staff proposed doing some initial research to gather information from other cities on structure, costs, benefits and disadvantages of neighborhood associations. Council consensus was that staff limit the time spent on researching this issue as Council was hesitant about the benefit of establishing neighborhood associations given the City's past experiences and the observation that people are very busy and have little time to attend meetings. Staff will report on the findings at a meeting in April 2004.

Land Use 101:

City Council members have expressed an interest in a Land Use 101 program that would educate citizens on an ongoing basis about how the land use process works and how interested citizens can be effectively involved.

The planning staff has taped two cable programs on Land Use 101. They are available in the Library. The program has not been updated on a regular schedule and probably should be revised annually. Those taped programs do not address the Council's interest in an ongoing program.

There are a couple of approaches that could be taken for an ongoing Land Use 101 program.

One approach would be to have staff tape a program each month that would use current land use applications as the basis for educating and informing the public about how the land use process works, how specific provisions of the development code apply and how interested citizens can get involved in the process. The program could then air on cable television throughout the month and tapes could be made available for citizens to check out at the Library. A variation on that approach would be to include a 10 to 15 minute segment on Focus on Tigard each month that would detail an aspect of the land use review and approval process based on current proposals.

A second approach would be to schedule a monthly meeting for citizens to attend that would feature different aspects of the land use process and relate the discussion to current development issues. For example, a discussion on Planned Developments using a current PD application as the context for the discussion.

Staff will proceed with the development of a Land Use 101 program based on Council's decision.

Neighborhood Meetings:

Neighborhood meetings are required before applicants can submit land use proposals for review. The neighborhood meetings are a good opportunity to educate citizens about the land use process. Currently, staff does not attend the meetings. Part of the Land Use 101 program could be to have staff attend the neighborhood meetings and use the proposed developments and applications under discussion to educate citizens about process, requirements and opportunities to provide input.

Concerns have been raised about scheduling staff to attend the evening meetings. Currently, each applicant schedules his/her own meeting. According to records in the planning department an average of 4 – 5 neighborhood meetings are held each month. One option would be to hold two meetings per month and group the applications so that more than one proposal is discussed at each meeting. The meetings could be held at City Hall on Monday nights prior to Planning Commission and Hearings Officer meetings when staff is already scheduled to work evenings.

Staff will pursue revisions to the neighborhood meeting program based on Council's decision. Should Council direct staff to pursue changes to the Neighborhood Meeting program, the community development staff will evaluate how the changes will impact the workload and program priorities and come back to Council with a schedule to implement the changes.

Communication Plans:

Many of the City's programs and projects have communication plans in place to ensure opportunities for citizen education, information and input where appropriate. Examples include the Bull Mountain Annexation Plan, the Library bond and long-term water supply issue.

Many of the City's ongoing programs however do not have communication plans. The volunteer program, development review process, capital improvement program, infrastructure maintenance, Library programming and neighborhood watch programs could all benefit from communication plans. Those plans would identify opportunities to inform and educate the public and solicit input when appropriate. They would also serve as a planning tool to schedule Focus on Tigard presentations, press releases, community meetings and other communication tools.

Staff recommends that communication plans be prepared for all major City programs and submitted with department budget requests.

Next Step:

Based on Council direction, staff will develop new and expanded citizen involvement elements for review at the Council Goal Setting in January.

AGENDA ITEM # 3.1
FOR AGENDA OF November 18, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Cooperation Agreement (Intergovernmental Agreement) with Regional Organized Crime Narcotics Agency (ROCN)

PREPARED BY: Chief Bill Dickinson DEPT HEAD OK WMD CITY MGR OK ECM for WPM

ISSUE BEFORE THE COUNCIL

To authorize the Chief of Police to enter into a cooperation agreement (Intergovernmental Agreement) with the Regional Organized Crime Narcotics Agency (ROCN). Entering into an agreement with ROCN would mean the simultaneous withdrawal from the FBI Drug Unit. One Detective FTE would transfer from the FBI Unit to ROCN through this agreement.

STAFF RECOMMENDATION

Authorize the cooperation agreement (Intergovernmental Agreement)

INFORMATION SUMMARY

Tigard has had a full time investigator assigned to the FBI Drug Unit for about one year. Recently, the FBI has advised that its focus is changing from drug investigations to homeland security. Because of the FBI's shift in focus, the Police Department is seeking to find the most cost effective and efficient means in which to participate in combating mid to high level drug trafficking. The Regional Organized Crime Narcotics Agency (ROCN) is a multi-jurisdictional drug task force targeting mid to upper level narcotic traffickers in the four-county (Clackamas, Columbia, Multnomah and Washington) metro area. Membership in ROCN would not only allow us to achieve this goal, but due to its larger size and funding source, would likely be a superior vehicle for carrying out this mission. The Police Department would like to transfer the existing detective FTE currently assigned to the FBI Drug Unit, over to the Regional Organized Crime Narcotics Agency which is a larger multi-agency task force. Under this agreement, the investigator will be assigned to ROCN, which would still continue to work with the FBI Drug Unit on an ad hoc basis. The move of the Detective will provide enhanced investigative and logistical support. It will not take away from any other services or staffing as it is strictly a transfer from one task force to another. The benefits are that we will better accomplish our goals, belong to a larger, better staffed task force, and will likely save on our overtime and materials and services budgets.

OTHER ALTERNATIVES CONSIDERED

Remain in the FBI Drug Unit and do not participate in ROCN. This is considered a lesser alternative as the FBI Drug Unit is less well supported, and costs the city of Tigard more money than membership in ROCN. While both agencies target mid to high level narcotics trafficking, remaining with the FBI Drug Unit is less advantageous to the City of Tigard.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Membership on this task force will create a partnership with other Federal, local and State agencies addressing items specifically mentioned in Goal 6 of the Public Safety Visioning strategy: Crime and Public Safety Concerns through partnerships.

ATTACHMENT LIST

- A Cooperation Agreement (Intergovernmental Agreement)
- B Copy of the 1991 Original Intergovernmental Agreement

FISCAL NOTES

The only cost to Tigard is the continuing base salary for one full-time investigator. This is not an additional cost, but only moves an existing FTE from one task force to another. Overtime and the materials and services budget will be provided by ROCN which may result in cost savings to the Tigard budget.

COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into between the Tigard Police Department (hereinafter TPD) and the Regional Organized Crime Narcotics Agency (hereinafter ROCN), and becomes effective when signed and executed by both parties.

RECITALS

WHEREAS, ROCN has been formed pursuant to ORS 190.010 by the cities of Portland, Gresham, St. Helens, Lake Oswego, and the counties of Multnomah, Clackamas, Washington, and Columbia, to facilitate cooperative efforts of units of local government to combat narcotics-related crimes; and

WHEREAS, ROCN is a Council of Governments organized and existing under ORS 294.900; and

WHEREAS, ROCN and TPD recognize the local narcotics enforcement role of TPD, the regional narcotics enforcement role of ROCN, and recognize the need for cooperative efforts between ROCN and TPD with respect to combating narcotics-related crimes; and

WHEREAS, TPD is fully aware of the nature, scope, terms and conditions of the intergovernmental agreement by which ROCN was formed by its participating member units of local governments, a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, the parties hereby enter into and execute this intergovernmental agreement.

TERMS AND CONDITIONS

1. Cooperation by TPD

TPD agrees to cooperate with ROCN in mutual efforts to combat narcotics-related crime, as follows:

- a. Except as otherwise provided in this agreement, the Tigard Police Department's Chief of Police and the ROCN Director, with the approval of the ROCN Management Team, shall jointly determine the extent, terms and conditions of TPD's cooperative efforts. TPD recognizes that such staffing must be in accordance with such policies and procedures as are established from time to time by ROCN's Management Team and Board of Commissioners.

- b. In no event shall TPD be compelled or required by this agreement to provide staffing to ROCN that would result, in the opinion of TPD, in placing TPD or its personnel at unnecessary risk. Staff assigned by TPD to ROCN shall be in the exclusive control and direction of ROCN's Director or his/her designee while assigned to ROCN.
- c. TPD may have a representative on the ROCN Technical Operating Staff and Management Team. ROCN and TPD agree that proceeds from seized and forfeited property resulting from narcotics-related cases shall be distributed as per ROCN policy and/or retained for the use of ROCN or deposited in the ROCN trust account.

2. Personnel

- a. TPD agrees to assign, for a period of not less than twelve (12) months, an experienced narcotics investigator. It is agreed by both parties that the investigator assigned to ROCN will be supervised by a ROCN supervisor with appropriate evaluations made pursuant to TPD protocols.
- b. It is agreed that the assigned investigator from TPD will be supplied with a vehicle and mobile radio from ROCN. It is agreed that ROCN shall provide other additional equipment as required for ROCN investigators. Weapons and ballistic vests will be supplied by TPD.
- c. TPD and ROCN agree that when appropriate cases which are joint TPD and ROCN investigations, copies of reports will be forwarded to TPD by the TPD investigator.

3. Liability

- a. The parties agree that TPD and TPD legal counsel will provide legal services for the actions of the TPD assigned investigator.
- b. All pertinent workmen's compensation or other employee benefits will continue for the investigator during the assignment with ROCN.

4. Duration and Termination

This Agreement shall remain in full force and effect until such time as TPD and/or ROCN provides the other with not less than thirty (30) days written notice of termination.

5. Amendments

This Agreement may be changed, modified or amended only upon the written consent and agreement of both parties.

REGIONAL ORGANIZED CRIME
NARCOTICS AGENCY

TIGARD POLICE DEPARTMENT
CHIEF OF POLICE

Director

Chief

Dated: _____

Date: _____

1 INTERGOVERNMENTAL AGREEMENT

2 REGIONAL ORGANIZED CRIME NARCOTICS TASK FORCE

3 THIS AGREEMENT, is made and entered into, pursuant to ORS
4 190.010, and by and among the Cities of Portland, Gresham, St.
5 Helens, Lake Oswego, Hillsboro, and the Counties of Multnomah,
6 Clackamas, Washington, and Columbia (herein "participating
7 jurisdictions").

8 WITNESSETH

9 WHEREAS, the participating jurisdictions recognize that the
10 jurisdiction and authority of each is limited and such limitations
11 are a detriment in combatting narcotics related crimes within the
12 designated Counties and among municipalities within those Counties;
13 and

14 WHEREAS, the participating jurisdictions desire to establish
15 a Regional Organized Crime Narcotics (herein "ROCN") Task Force,
16 for the purposes described herein; and

17 WHEREAS, the ROCN Task Force is to provide cooperative and
18 coordinated effort among the law enforcement agencies and officers
19 of the participating jurisdictions in the enforcement of the law
20 and protection of citizens from illegal activity in narcotics; and
21 pursuit of seizure and forfeiture of assets used in or derived from
22 illegal activity in violation of criminal narcotics law; and
23 further, to directly apply for, receive, and manage funds, retain
24 experts, and make certain personal property purchases to facilitate
25 its work.

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1 b. The Board shall be responsible for the appointment
2 and establishment of employment terms and conditions, including
3 compensation, of a ROCN Director; and adoption of ROCN's annual
4 operating budget.

5 c. All meetings of the Board shall be held in
6 accordance with Oregon Public Meeting laws, ORS 192.610 et seq. A
7 majority of the members of the Board shall constitute a quorum for
8 purposes of deliberation and decision of the Board. Each
9 participating jurisdiction's representative shall have one vote.
10 All decisions of the Board, unless otherwise provided herein, shall
11 require a majority vote of those representatives in attendance.

12 d. The Board, at its first organizational meeting, or
13 as soon thereafter as it reasonably may be done, shall adopt bylaws
14 governing its procedures and including, at a minimum, 1) time and
15 place of regular meetings; 2) method and manner of calling special
16 meetings; 3) method, term, and manner of election of Board
17 officers; and 4) procedures for executing documents on behalf of
18 ROCN.

19 e. The Board, at its first organizational meeting,
20 shall elect a chairman, first vice-chairman, and second vice-
21 chairman. The chairman, and in the chairman's absence, the first
22 vice-chairman, and in their absence, the second vice-chairman,
23 shall preside over all Board meetings. The ROCN Director or
24 designee shall act as clerk of the Board and be responsible for
25 providing notices of meetings and keeping of minutes as required by
26 Oregon Public Meetings Laws.

1 4. MANAGEMENT TEAM

2 a. There is hereby established a ROCN Management Team
3 consisting of the District Attorney for each participating
4 jurisdiction and the chief law enforcement officer for each
5 participating jurisdiction's police agency.

6 b. The Management Team shall, among other things, 1)
7 consider applicants and make recommendations to the Board for the
8 position of ROCN Director; 2) provide advice and counsel to the
9 ROCN Director in the development of ROCN's annual operating budget;
10 and 3) review policies and make recommendations relative to
11 personnel, administration, operation, and service level standards.

12 c. A majority of the members of the Management Team
13 attending a duly held meeting shall constitute a quorum for the
14 purpose of deliberation and decision. Each Management Team member
15 shall have one vote. All decisions of the Management Team shall
16 require a majority vote of those members in attendance.

17 5. TECHNICAL OPERATING STAFF

18 a. There is hereby established a Technical Operations
19 Staff (herein "TOS"), consisting of a District Attorney from a
20 participating county jurisdiction, a Police Chief from a
21 participating municipal jurisdiction and a Sheriff from a
22 participating county jurisdiction, as well as other Management Team
23 members who may be appointed by the Management Team. The term of
24 members of the TOS shall be established by the Management Team.

1 b. The TOS shall provide advice and counsel to the
2 Management Team and ROCN Director in matters of ROCN operational
3 priorities, policies, and procedures.

4 6. ROCN DIRECTOR

5 a. The Board, based upon the recommendation of the
6 Management Team, shall select and appoint a ROCN Director.

7 b. The ROCN Director shall be the chief operational and
8 administrative officer of the ROCN Task Force and be responsible
9 for 1) ROCN administration, personnel, purchasing, and budget
10 functions; 2) identification, prioritization and coordination of
11 ROCN operations, including, but not limited to, expenditure of
12 money as consistent with the ROCN budget; 3) retaining personal
13 services necessary to ROCN operation; 4) entering into application
14 agreements and obligations on behalf of ROCN; 5) hiring, training,
15 discipline, and/or discharge of all subordinate ROCN personnel; 6)
16 attending and providing executive staffing of Board and Management
17 Team meetings; and 7) preparing and presenting the ROCN annual
18 budget.

19 7. ROCN FUNDING It is intended for ROCN to be self
20 sufficient in its operation. Costs of operating and maintaining
21 ROCN are to be borne from grants and contributions provided to
22 ROCN, and assets forfeited as a result of the ROCN Task Force's
23 efforts. These monies shall be for the sole and exclusive use of
24 ROCN operation and administration, subject only to review during
25 adoption of ROCN's annual budget. In entering into this Agreement,

1 no participating jurisdiction is committing any funding to ROCN or
2 its effort, except as explained below under STAFFING.

3 8. STAFFING Each participating jurisdiction, through its
4 appropriate law enforcement agency, commits to provide staffing for
5 ROCN efforts. Such staffing shall be in accordance with policies
6 and procedures to be established by the ROCN Management Team. In
7 no event, however, shall any participating jurisdiction's law
8 enforcement agency or office be compelled to provide staffing of a
9 ROCN effort that would result, in the opinion of that agency or
10 office's chief law enforcement officer, in placing the agency,
11 office, or its personnel at unnecessary risk. Participating
12 jurisdictions' employees assigned to staff ROCN shall be under the
13 exclusive control and direction of the ROCN Director or his
14 designee while assigned to ROCN.

15 9. INCREASING MEMBERSHIP The Management Team shall develop
16 a method for allowing ROCN membership for other units of local
17 government. New participating jurisdictions shall be accepted as
18 members of the ROCN Task Force upon recommendation of the
19 Management Team members and approval by the Board.

20 10. DURATION, WITHDRAWAL, AND TERMINATION This Agreement is
21 perpetual and the ROCN Task Force shall continue from year-to-year
22 provided, however, 1) any participating jurisdiction may withdraw
23 from the ROCN Task Force upon providing not less than 30 days
24 written notice to the Chairman of the Board and Management Team;
25 and 2) the ROCN Task Force may be dissolved upon mutual agreement
26 of all participating jurisdictions. A participating jurisdiction

1 may withdraw from the ROCN Task Force without written notice
2 required herein only if agreed to by all remaining participating
3 jurisdictions' Board Members.

4 11. DIVISION OF ROCN PROPERTY

5 a. Participating jurisdictions terminating their
6 participation in this Agreement waive all right to ROCN-owned
7 personal property so long as the ROCN Task Force continues to
8 function as a multi-jurisdictional entity. If and when termination
9 of all participating jurisdictions occurs, the withdrawing agency
10 shall share in the disposition of all property owned by ROCN at the
11 time of their withdrawal. All property acquired by ROCN after
12 withdrawal of the party will not be considered for distribution to
13 the withdrawing party even though the funds for purchase
14 (forfeiture, grant, or otherwise) were acquired prior to
15 withdrawal.

16 b. Possession of any shared and/or loaned equipment
17 shall revert to the original participating jurisdiction which owns
18 it.

19 c. Assets purchased by ROCN from grant, forfeiture, or
20 other funds shall, at the termination of the ROCN Task Force, be
21 disbursed as follows:

22 1) The participating jurisdictions at the time of
23 the termination can, by not less than 3/4 vote, agree to
24 disbursement of specific assets to member agencies to be used
25 exclusively for law enforcement and prosecution purposes.

1 2) In the event a 3/4 vote agreement cannot be
2 reached as to any specific asset(s), the parties to this Agreement
3 shall jointly request from the American Arbitration Association a
4 list of qualified arbitrators. The parties shall select an
5 arbitrator from the list by mutual agreement. If the parties are
6 unable to agree on an arbitrator, the arbitrator will be chosen by
7 the method of alternate striking of names from a list of five
8 provided by the Association. The arbitrator's decision shall be
9 binding on all parties to this Agreement.

10 d. Notwithstanding any other provision of this
11 Agreement, upon recommendation of the Management Team, the Board,
12 during its annual budget deliberations, may make a disbursement of
13 funds not needed for continuing operation of ROCN to participating
14 jurisdictions.

15 12. AMENDMENTS This Agreement may only be changed, modified,
16 or amended upon three-fourths (3/4) or more vote of all
17 participating jurisdictions.

18 13. EFFECTIVE DATE This Agreement shall be effective when it
19 has been properly authorized by the governing bodies of two (2) or
20 more participating jurisdictions.

21 14. SEVERABILITY The terms of this Agreement are severable
22 and a determination by an appropriate body having jurisdiction over
23 the subject matter of this Agreement that results on the invalidity
24 of any part, shall not affect the remainder of the Agreement.

1 15. INTERPRETATION The terms and conditions of this
2 Agreement shall be liberally construed in accordance with the
3 general purposes of this Agreement.

4 16. SIGNATURES TO THIS AGREEMENT The parties shall sign
5 this agreement as follows:

- 6 a. Multnomah County at Page 10.
- 7 b. Washington County at Page 11.
- 8 c. City of Portland at Page 12.
- 9 d. City of Gresham at Page 13.
- 10 e. City of St. Helens at Page 14.
- 11 f. City of Lake Oswego at Page 15.
- 12 g. Clackamas County at Page 16.
- 13 h. Columbia County at Page 17.
- 14 i. City of Hillsboro at Page 18.

1 IN WITNESS WHEREOF, the parties hereto have caused this
2 Intergovernmental Agreement forming the Regional Organized Crime
3 Narcotics (ROCN) Task Force to be duly executed on the day and year
4 provided below.

Approved as to Form:

Laurence Kressel
Multnomah County Counsel

By: Sandra Duffy
Sandra Duffy
Assistant County Counsel

Date: 2-25-91

Michael Everett
Multnomah County
District Attorney

Date: 2-25-91

Robert G. Shroppe
Multnomah County
Sheriff

Date: 2-24-91

Gladys McIny
Multnomah County, Chair
Board of County Commissioners

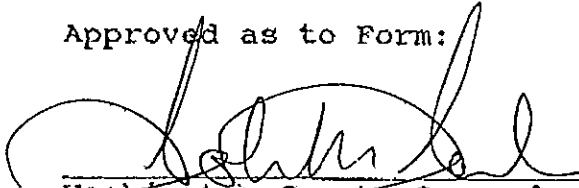
Date: 2/28/91

RATIFIED
Multnomah County Board
of Commissioners

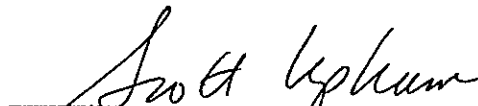
L-3 2-28-91

1 IN WITNESS WHEREOF, the parties hereto have caused this
2 Intergovernmental Agreement forming the Regional Organized Crime
3 Narcotics (ROC/N) Task Force to be duly executed on the day and year
4 provided below.


Approved as to Form:


Washington County Counsel

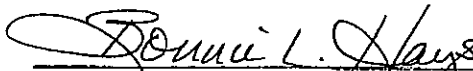
Date: May 13, 1991


Washington County
District Attorney

Date: 5/13/91


Washington County
Sheriff

Date: May 13, 1991


Washington County, Chair
Board of Commissioners

Date: May 14, 1991

APPROVED WASHINGTON COUNTY,
BOARD OF COMMISSIONERS

MINUTE ORDER # 91-92

DATE 3-19-91

BY 
CLERK OF THE BOARD

1 IN WITNESS WHEREOF, the parties hereto have caused this
2 Intergovernmental Agreement forming the Regional Organized Crime
3 Narcotics (ROCN) Task Force to be duly executed on the day and year
4 provided below.

Approved as to Form:

Jeffrey L. Rogers
City of Portland
City Attorney

Date: 3/5/91

Jon Botkin
City of Portland
Chief of Police

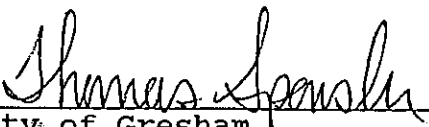
Date: 2-26-91

Ed Clark
City of Portland
Mayor

Date: 3.14.91

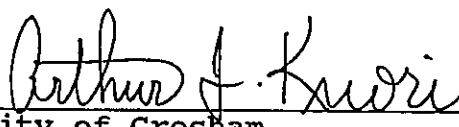
1 IN WITNESS WHEREOF, the parties hereto have caused this
2 Intergovernmental Agreement forming the Regional Organized Crime
3 Narcotics (ROCN) Task Force to be duly executed on the day and year
4 provided below.

Approved as to Form:




City of Gresham
City Attorney

Date: 3-21-91



City of Gresham
Chief of Police

Date: 3-22-91



City of Gresham
Manager

Date: 3-22-91

*Authorize the Mayor and the Chief of Police to enter into an agreement for the creation of a Regional Organized Crime Narcotics (ROCN) Task Force. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City recognizes that its jurisdiction is limited and that this limitation is a detriment in combatting narcotics related criminal activity that affects the well-being of the City and its citizens;
2. That the City and other municipalities and counties in the metropolitan area wish to establish a Regional Organized Crime Narcotics (ROCN) Task Force for the purpose of effectively and efficiently combatting crimes and related conduct associated with narcotics trafficking that occur within the metropolitan area.
3. That such a Task Force can be created pursuant to ORS 190.003 to ORS 190.110 and that Multnomah, Washington, Clackamas, and Columbia counties as well as a number of municipalities within those counties have expressed an interest in the creation of such a Task Force.

NOW, THEREFORE, the Council directs:

- a. The Mayor and the Chief of Police to sign an intergovernmental agreement substantially like that attached to this ordinance as Exhibit 1 which thus enables the City of Portland to participate in the Regional Organized Crime Narcotics (ROCN) Task Force.

Section 2. The Council declares that an emergency exists in order that there be no delay in commencing formal participation activity by the City in ROCN; therefore, this Ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, MAR 13 1991

Mayor Clark
PCElsner:ts pce/police/doc/rocn.ord
March 7, 1991

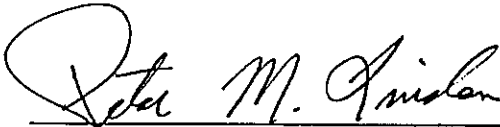
BARBARA CLARK

Auditor of the City of Portland

By Britta Olsan
Deputy

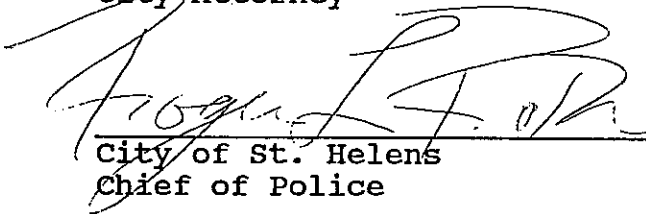
1 IN WITNESS WHEREOF, the parties hereto have caused this
2 Intergovernmental Agreement forming the Regional Organized Crime
3 Narcotics (ROCN) Task Force to be duly executed on the day and year
4 provided below.

Approved as to Form:



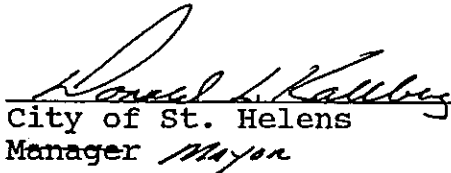
City of St. Helens
City Attorney

Date: 4-18-91



City of St. Helens
Chief of Police

Date: 4-18-91

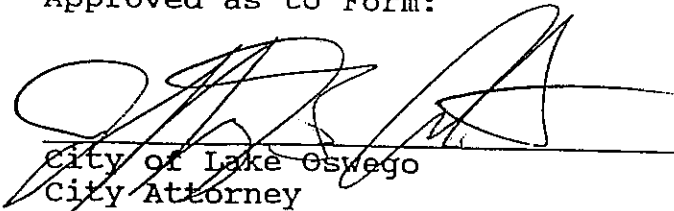


City of St. Helens
Manager *Mayor*

Date: 4-17-91

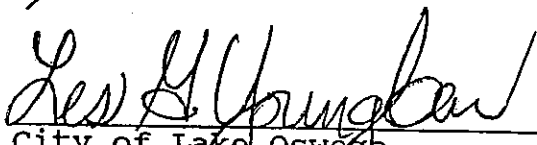
1 IN WITNESS WHEREOF, the parties hereto have caused this
2 Intergovernmental Agreement forming the Regional Organized Crime
3 Narcotics (ROCN) Task Force to be duly executed on the day and year
4 provided below.

Approved as to Form:



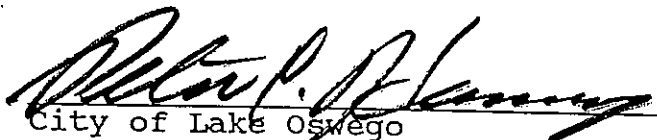
City of Lake Oswego
City Attorney

Date: 6/6/91



City of Lake Oswego
Chief of Police Les Youngbar

Date: 6.19.91



City of Lake Oswego
Manager Peter C. Harvey

Date: June 19, 1991

1 IN WITNESS WHEREOF, the parties hereto have caused this
2 Intergovernmental Agreement forming the Regional Organized Crime
3 Narcotics (ROC/N) Task Force to be duly executed on the day and year
4 provided below.

Approved as to Form:

Julie A. Ward, ASST. Co. Counsel Date: March 27, 1991
Clackamas County
County Counsel

James W. O'Leary Date: 2-28-91
Clackamas County
District Attorney

Brian Brooks Date: Feb 22, 1991
Clackamas County
Sheriff

W. Lee Quinn Date: 4/4/91
Clackamas County, Chair
Board of Commissioners

1 IN WITNESS WHEREOF, the parties hereto have caused this
2 Intergovernmental Agreement forming the Regional Organized Crime
3 Narcotics (ROCN) Task Force to be duly executed on the day and year
4 provided below.

Approved as to Form:

Correll & Brady by SGA
City of Hillsboro
City Attorney

Date: 3-18-91

Herman Ull
City of Hillsboro
Chief of Police

Date: 02/25/91

[Signature]
City of Hillsboro
Manager

Date: 4/18/91

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON

RECEIVED

APR 15 1991

ROCN

ORDER NO. 91-260

In the Matter of Approving an
Intergovernmental Agreement for
a Regional Organized Narcotics
Task Force (ROCN)

This matter coming before the Board
of County Commissioners at this time; and

WHEREAS, it appears that pursuant to
ORS 190, the Cities of Portland, Gresham, St. Helens, Lake Oswego,
and Hillsboro, and the Counties of Clackamas, Multnomah, Washington
and Columbia desire to enter into an Intergovernmental Agreement
whereby the participating jurisdictions can provide a coordinated and
cooperative effort to enforce the laws and protect citizens from
illegal activity in narcotics; and


WHEREAS, the attached
Intergovernmental Agreement enables the participating jurisdictions
to create and maintain a Regional Organized Crime Narcotics Task
Force, known as "ROCN", which appears to be in the best interests of
Clackamas County and its citizens; and

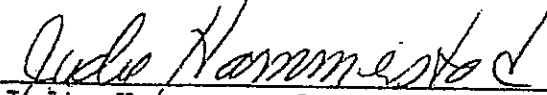
WHEREAS, the participation of
Clackamas County in this regional task force has been recommended to
the Board by Clackamas County Sheriff Bill Brooks and Clackamas
County District Attorney James W. O'Leary;

NOW, THEREFORE, IT IS HEREBY ORDERED
AND RESOLVED that the Intergovernmental Agreement creating a Regional
Organized Crime Narcotics Task Force be authorized and approved, and
that Clackamas County shall participate therein according to the
terms and conditions of the Agreement.

DATED this 4th day of April, 1991.

BOARD OF COUNTY COMMISSIONERS


Ed Lindquist, Chair


Judie Hammerstad, Commissioner


Darlene Hooley, Commissioner

AGENDA ITEM # _____
FOR AGENDA OF 11/18/03

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Award of bid for Gate Access Control project

PREPARED BY: Jaime Dumdi DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Shall the Local Contract Review Board award the Gate Access Control contract to the best responsible bidder based upon the City's Invitation to Bid process?

STAFF RECOMMENDATION

Staff recommends that the Local Contract Review Board award the contract to the best responsible bidder, ADT, for installation of two buried conduit, card access/control gates at the Tigard Water Building and the Canterbury water site.

INFORMATION SUMMARY

The City put out an Invitation To Bid for the installation of three card access gates and one card access door at various City facilities. Due to budgetary constraints, fiscal responsibility and logistical issues, the decision was made by staff to scale back the project to just two gates, one at the Tigard Water Building and one at the Canterbury water site. These changes were made by a formal amendment to the Invitation To Bid in accordance with all public purchasing rules. In addition to scaling back the project, this addendum requested the Contractor to bid on two packages, one for above-ground conduit and one for buried conduit. The city received bids from three contractors in response to the Invitation To Bid and subsequent addendum:

1. ADT: Above Ground: \$48,794, Buried: \$48,794
2. Selectron: Above Ground: \$49,917.04, Buried: \$52,002.79
3. Entrance Controls: Above Ground: \$66,289.05, Buried: \$66,068.80

Due to the negligible difference in dollar amount, staff has determined the best mode of action would be to proceed with the buried conduit package.

OTHER ALTERNATIVES CONSIDERED

1. Reject all bids and direct staff to go through another Invitation To Bid process.
2. Direct staff to proceed with the above-ground conduit package instead of the buried conduit package and award contract to best responsible bidder.
3. Direct staff to proceed only with the Water Building gate.
4. Direct staff to proceed only with the Canterbury water site gate.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

None

ATTACHMENT LIST

1. Record of bid submission.

FISCAL NOTES

The cost of the installation of two buried conduit, card access/control gates by contract with ADT is \$48,974. This is a budgeted item in the Facilities Fund CIP (account # 300-6100-750020).



Record of Bid Submission

City of Tigard
Tigard, Oregon 97223
Phone: (503) 639-4171
Fax: (503) 639-1471

ITB TITLE: Gate / Door Access Control
DUE DATE & TIME: Tuesday, September 23, 2003 @ 2:00 PM

COMPANY	ADDRESS	PHONE	BID	
			Above Ground	Buried
<u>Selectron</u>	7225 SW Bonita Road Portland, Oregon 97224	(503) 639-9988	\$49,917.04	\$52,002.79
<u>Entrance Controls</u>	12606 NE 95 th Street, Suite C-100 Vancouver, Washington 98682	(503) 256-4416	\$66,289.05	\$66,068.80
<u>ADT Security Services</u>	2815 SW 153 rd Drive Beaverton, Oregon 97006	(503) 469-7240	\$48,974.00	\$48,974.00

AGENDA ITEM # _____
FOR AGENDA OF November 18, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Discussion with State Senator Ginny Burdick and State Representative Max Williams

PREPARED BY: Cathy Wheatley DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Council discussion with State Senator Ginny Burdick and State Representative Max Williams on issues of interest to Council.

STAFF RECOMMENDATION

Identify issues of interest or concern for Senator Burdick and Representative Williams.

INFORMATION SUMMARY

The Legislative Assembly convened in January of this year and adjourned in August. Senator Burdick and Representative Williams are invited to attend Council meetings periodically to update Council on pending legislative issues and the status of the evaluation of options for tax reform in the State of Oregon.

David Barenberg, Legislative Director for the League of Oregon Cities (LOC), has suggested that City Councils visit with their legislative representatives about how they voted on issues of concern to local government. In cooperation with LOC, we have requested information about the last legislative session on those issues that the League monitored for cities. Mr. Barenberg said he would prepare an assessment of votes recorded for Senator Burdick and Representative Williams; this assessment will be forwarded to the Council as soon as it is received.

OTHER ALTERNATIVES CONSIDERED

None.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Communication Goal #1, Action Committee Strategy: "Encourage public participation through accessibility and education."

ATTACHMENT LIST

None.

FISCAL NOTES

None.

AGENDA ITEM # _____
FOR AGENDA OF November 18, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Tigard City Council Officially Completes the Three-Year Commemoration of the 50th Anniversary of the Korean War and Thanks All Who Participated

PREPARED BY: Susan Koepping DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

To officially complete the City of Tigard participation in the three-year Department of Defense commemoration of the 50th anniversary of the Korean War and to thank all who participated.

STAFF RECOMMENDATION

Officially announce the end of the project and thank all who contributed to the success of the project.

INFORMATION SUMMARY

In June 2000, the City of Tigard was designated by the US Department of Defense a commemorative community to participate in a three-year project commemorating the 50th anniversary of the Korean War. The Tigard American Legion Post #158 was also designated as a commemorative community. Since then the City and the American Legion Post have participated jointly in a wide variety of activities that were intended to inform and educate youth and adults about the Korean War, the service of local veterans, and contribution of their families. Members of the Korean War Association also participated.

Ken Scheckla and Patsy Nestor, both Korean War-era veterans, acted as chairperson during the first and second years of this project. The flag that commemorates the anniversary on the war has flown at the American Legion Post and at City Hall. Veterans have participated in events, sharing their experiences and memories. Carol McAndrew, a volunteer, contributed her skills to write and direct a moving 15-minute video that TVTV staff, Josh Anderson, produced. On July 27, 2003 the Tualatin Valley Community Band provided a concert in Cook Park to recognize the 50th anniversary of the day that the armistice was signed.

OTHER ALTERNATIVES CONSIDERED

Postpone the acknowledgement of this project.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Community character and Quality of Life Goals:

City will maximize the effectiveness of the volunteer spirit to accomplish the greatest good for our community. Develop overall approach for sponsoring community events that establishes balance among popular or traditional standing events, requests for support of new events and limited City resources.

Schools and Education Goal:

Educational opportunities for students in Tigard-Tualatin Schools will be maximized.

ATTACHMENT LIST

Proposed Resolution

FISCAL NOTES

None

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CITY OF TIGARD, OREGON

RESOLUTION NO. 03-_____

A RESOLUTION OF THE TIGARD CITY COUNCIL OFFICIALLY COMPLETING THE THREE-YEAR COMMEMORATION OF THE 50TH ANNIVERSARY OF THE KOREAN WAR AND THANKING ALL WHO PARTICIPATED

WHEREAS, the City of Tigard and the Tigard American Legion Post #158 were designated commemorative partners in the three-year commemoration of the 50th anniversary of the Korean War by the Department of Defense, and

WHEREAS, special acknowledgement is due to the members of Tigard American Legion Post #158, particularly Patsy Nestor, past Adjutant and Korean War era veteran who chaired the second year of the project, Korean War era veteran, Ken Scheckla who chaired the project during the first year, Bill Monahan the chair during the third year, as well as members of the Korean War Association, and

WHEREAS, special acknowledgement is due to Carol McAndrew, volunteer, who wrote and produced so many informational items including the video program, "City of Tigard Korean War 50th Anniversary Showcase", and

WHEREAS, acknowledgement is due to all those who shared their stories and their time to inform this community about the Korean War and the impact on individuals, families and nations.

WHEREAS, the US Department of Defense designated the project officially ended as of November 11, 2003, Veterans' Day,

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: Recognizes and expresses their appreciation of all who served in the Korean War, and their families

SECTION 2: Expresses their thanks to all who participated in the commemoration project.

SECTION 3: Declares the official completion of the City of Tigard participation as a Commemorative Community in the Department of Defense commemoration of the 50th anniversary of the Korean War.

SECTION 4: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2003.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

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AGENDA ITEM # _____
FOR AGENDA OF November 18, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Street Maintenance Fee Ordinance

PREPARED BY: A.P. Duenas DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Council will consider adoption of an ordinance to establish a Street Maintenance Fee for the City of Tigard.
Council will conduct a public hearing to receive public comments prior to taking action on the proposed ordinance.

RECOMMENDATION

Staff recommends that Council adopt the attached ordinance establishing a Street Maintenance Fee.

INFORMATION SUMMARY

At its workshop meeting on October 21, 2003, Council reviewed the draft ordinance and resolution for the proposed Street Maintenance Fee and directed staff to schedule the ordinance for Council consideration at the November 18, 2003 Council meeting. The fee will be based on an approach that links the rates to the City's long-term street maintenance program. It assigns responsibility for the arterials to the non-residential uses, splits the costs for collectors between residential and non-residential uses, and assigns responsibility for the neighborhood routes and local streets to the residents.

Council input was obtained at the workshop meeting and incorporated into the appropriate sections of the ordinance. One comment that was not incorporated involved the appeal process. Because the City Engineer makes the initial determination on the appropriate land use category and parking space requirement for an occupied unit in determining the fee to charge, the first step in any change should begin with the City Engineer who made that initial determination. That initial determination may be based on information that could be incorrect or incomplete. Any occupant who disagrees with that determination may request reconsideration of the fee by submitting additional information to the City Engineer, which is the process established by the ordinance. If the occupant is not satisfied with the City Engineer's decision following the reconsideration request, the appeal would be to City Council. Hence, no change was made to the ordinance regarding that process.

The key concepts in the proposed Street Maintenance Fee are as follows:

- Ties the street maintenance element of the fee to a 5-year maintenance and reconstruction plan prepared by the City of Tigard
- Uses actual road repair projects
- Tailors the fee to the local data
- Sets a target revenue goal of \$800,000 annually

- Allocates the costs of the arterial projects to the non-residential uses
- Splits the costs for the collectors on a 50-50 basis with residential and non-residential uses sharing the costs equally
- Allocates the costs for neighborhood routes and local streets to residential uses
- Uses the minimum parking space requirements based on the Tigard Development Code for non-residential uses with a 5-space minimum and 200-space maximum. Allocates the costs for residential uses on a per unit basis for both single family and multifamily units. This approach takes into account businesses that draw from a larger area than just Tigard.
- Sets the rate for the first three years based on a 5-year average of the projects to be implemented. Includes a review of the program after three years and re-establishes the rate at that time based on a 5-year plan that adds three more years to the program.

The attached ordinance establishes the Street Maintenance Fee. The resolution to set the rates would be submitted for Council consideration in January or February 2004. Because the City's 5-year street maintenance plan is still in the process of being updated, the rates in the draft resolution presented to Council at the October 21st workshop meeting were approximate and would most likely change before the resolution is presented to City Council for action.

Actual implementation of the fee is expected to commence in April 2004. This would allow City of Tigard staff sufficient time to set up the fee collection structure and do the necessary work to ensure that the amounts can be incorporated on the utility bills without a glitch in the billing process,

OTHER ALTERNATIVES CONSIDERED

None.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Timely maintenance of the street infrastructure meets the Tigard Beyond Tomorrow goal of *Improve Traffic Safety*. The implementation of the Street Maintenance Fee meets the goal of *Identify and Develop Funding Resources*.

ATTACHMENT LIST

Proposed Street Maintenance Fee Ordinance
Notice of Public Hearing

FISCAL NOTES

The implementation of the proposed Street Maintenance Fee would provide funding in the amount of \$800,000 annually for street maintenance.

CITY OF TIGARD, OREGON

ORDINANCE NO. 03-_____

AN ORDINANCE ESTABLISHING AND IMPOSING A STREET MAINTENANCE FEE, PROVIDING FOR COLLECTION OF THE STREET MAINTENANCE FEE, LIMITING FEE PROCEEDS TO STREET MAINTENANCE AND AMENDING THE TIGARD MUNICIPAL CODE BY ADDING A NEW CHAPTER 15.20, AND DECLARING AN EMERGENCY

WHEREAS, within the Street System Program, the City performs street maintenance as needed to maintain the street infrastructure; and

WHEREAS, the City Council desires to develop a system whereby occupants of developed property provide funding for the continuing maintenance of the street infrastructure; and

WHEREAS, the City Council finds that the development of a fee structure based on a five-year maintenance and reconstruction plan prepared by the City and allocated among residential and non-residential uses based on prevalent use of the street category to be a generally reasonable and reliable basis for implementing this ordinance; and

WHEREAS, the City Council finds that allocation of the costs for residential uses on a per unit basis for both single family and multifamily units is reasonable to establishing the fees for residential use; and

WHEREAS, the City Council finds that the use of minimum parking space requirements based on the Tigard Development Code for non-residential uses with a 5-space minimum and 200-space maximum takes into account businesses that draw from a larger area than just Tigard and fairly apportions costs to all non-residential uses;

WHEREAS, the City Council finds that there is an urgent need to repair and maintain City streets to avoid further deterioration in order to protect the health and safety of citizens;

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: The Tigard Municipal Code is amended by adding a new Chapter 15.20 to read as follows:

15.20.010 Street Maintenance Fee – Creation and Purpose. A Street Maintenance Fee is created and imposed for the purpose of maintenance of City streets. The Street Maintenance Fee shall be paid by the responsible party for each occupied unit of real property. The purposes of the Street Maintenance Fee are to charge for the service the City provides in maintaining public streets and to ensure that maintenance occurs in a timely fashion, thereby reducing increased costs that result when maintenance is deferred.

15.20.020 Definitions. As used in this ordinance, the following shall mean:

- (1) City Engineer. The City Engineer or the City Engineer's designee.
- (2) Developed property or developed use. A parcel or legal portion of real property, on which an improvement exists or has been constructed. Improvement on developed property includes, but is not limited to buildings, parking lots, landscaping and outside storage.
- (3) Finance Director. The Finance Director or the Finance Director's designee.
- (4) Residential Property. Property that is used primarily for personal, domestic accommodation, including single family, multi-family residential property and group homes, but not including hotels and motels.
- (5) Non-residential Property. Property that is not primarily used for personal, domestic accommodation. Non-residential property includes industrial, commercial, institutional, hotel and motel, and other non-residential uses.
- (6) Street Functional Classification. Street classifications as described in the Tigard Transportation System Plan.
 - a. Arterials are defined as streets having regional level connectivity. These streets link major commercial, residential, industrial and institutional areas.
 - b. Collectors are defined by citywide or district wide connectivity. These streets provide both access and circulation within and between residential and commercial/industrial areas.
 - c. Neighborhood routes are defined as streets that provide connections within the neighborhood and between neighborhoods. These streets provide connectivity to collectors or arterials.
 - d. Local streets are any streets within the City that are not designated as arterials, collectors, or neighborhood routes. These streets have the sole function of providing access to immediately adjacent land.
- (7) Parking space requirement. The minimum Off-Street parking requirement as required by Community Development Code Chapter 18.765.
- (8) Occupied unit. Any structure or any portion of any structure occupied for residential, commercial, industrial, or other purposes. For example, in a multi-family residential development, each dwelling unit shall be considered a separate occupied unit when occupied, and each retail outlet in a shopping mall shall be considered a separate occupied unit. An occupied unit may include more than one structure if all structures are part of the same dwelling unit or commercial or industrial operation. For example an industrial site with several structures that form an integrated manufacturing process operated by a single manufacturer constitutes one occupied unit. Property that is undeveloped or, if developed, is not in current use is not considered an occupied unit.

- (9) Responsible party. The person or persons who by occupancy or contractual arrangement are responsible to pay for utility and other services provided to an occupied unit. Unless another party has agreed in writing to pay and a copy of the writing is filed with the City, the person(s) paying the City's water and/or sewer bill for an occupied unit shall be deemed the responsible party as to that occupied unit. For any occupied unit not otherwise required to pay a City utility bill, "responsible party" shall mean the person or persons legally entitled to occupancy of the occupied unit, unless another responsible party has agreed in writing to pay and a copy of the writing is filed with the City. Any person who has agreed in writing to pay is considered the responsible person if a copy of the writing is filed with the City.
- (10) Street maintenance. Any action to maintain City streets, including repair, renewal, resurfacing, replacement and reconstruction. Street Maintenance does not include the construction of new streets or street lighting. Street maintenance shall include resurfacing of existing streets, repair or replacement of curb and gutter where they exist, repair or replacement of the entire existing street structural section, repair or replacement of existing street shoulders, pavement markers, striping and other street markings, repair or replacement of existing channelization devices, adjustment of existing utilities to match finish grades, and any other related work within the existing streets. It includes repair or restoration of existing storm drainage systems within existing streets, but does not include installation of new drainage systems. The following are excluded from street maintenance work: repair or replacement of existing sidewalks and planter strips.

15.20.030 Administrative Officers Designated.

- (1) Except as provided in subsections (2) and (3) of this section, the City Engineer shall be responsible for the administration of this chapter. The City Engineer shall be responsible for developing administrative procedures for the chapter, administration of fees, consideration and assignment of categories of use, and parking space requirements for the categories of use subject to appeal to the City Council.
- (2) The City Engineer shall be responsible for developing and maintaining street maintenance programs for the maintenance of City streets and, subject to City Budget Committee review and City Council approval, allocation and expenditure of budget resources for street system maintenance in accordance with this chapter.
- (3) The Finance Director shall be responsible for the collection of fees under this chapter.

15.20.040 Street Maintenance Fees Allocated to the Street Maintenance Fee Fund.

- (1) All Street Maintenance Fees received shall be deposited to the Street Maintenance Fee Fund or other fund dedicated to the operation and maintenance of the City street system. The Street Maintenance Fee Fund shall be used for street maintenance. Other revenue sources may also be used for street maintenance. Amounts in the Street Maintenance Fee Fund may be invested by the Finance Director in accordance

with State law. Earnings from such investments shall be dedicated to the Street Maintenance Fee Fund.

- (2) The Street Maintenance Fee Fund shall not be used for other governmental or proprietary purposes of the City, except to pay for an equitable share of the City's overhead costs including accounting, management and other costs related to management and operation of the street maintenance program. Engineering design, construction management, and other related costs, including project advertisements for bid, in the implementation of the street maintenance projects shall also be considered as being used for street maintenance.

15.20.050 Determination of Street Maintenance Fee.

- (1) The Street Maintenance Fee shall be established based on the following:
 - (a) The City's 5-year maintenance and reconstruction plan for corrective and preventative maintenance of the City's street infrastructure.
 - (b) The average annual cost based on the 5-year maintenance and reconstruction plan with costs allocated as follows:
 - (i) Arterial maintenance costs allocated 100% to non-residential uses.
 - (ii) Collector maintenance costs allocated 50% to residential uses and 50% to non-residential uses.
 - (iii) Neighborhood routes and local street maintenance costs allocated 100% to residential uses.
 - (c) For residential property, the fee shall be charged on a per unit basis.
 - (d) For non-residential property other than gasoline stations, the fee shall be based on the minimum number of parking spaces required by Chapter 18.765 of the Tigard Community Development Code for each occupied unit, provided however that the minimum number of parking spaces for purposes of calculating the Street Maintenance Fee shall be five and the maximum number shall be 200.
 - (e) The Street Maintenance Fee for gasoline stations shall be based on the number of fueling positions.
- (2) The Street Maintenance Fee rates shall be established by Council resolution.
- (3) The program shall be reviewed after three years and the rates shall be re-established based on the annual average cost of an updated 5-year plan. Any overruns and underruns recorded during the three-year period shall be factored in as part of the re-establishment of the fee rates. Any additional funds for street maintenance received from the State through legislation shall also be considered to offset the revenue from the fees in the re-establishment of the fee rates.

- (4) The Finance Director shall review the revenue received from the Street Maintenance Fee after the first full year following implementation. If the revenues are not meeting the annual funding level set from the 5-year maintenance plan, the Finance Director, in coordination with the City Engineer, may recommend a fee increase sufficient to meet that funding level. Council may, at its discretion, increase the fees through resolution based on the Finance Director's recommendation.
- (5) In recognition that religious institutions have minimum parking space requirements that are relatively large in comparison to the actual use of those spaces, the fee for religious institutions shall be based on one-half of the minimum parking space requirements for each religious institution.

15.20.060 Determination of Amount, Billing and Collection of Fee..

- (1) The minimum required number of parking spaces or the number of fueling positions for each occupied unit of nonresidential property shall be determined by the City Engineer. For uses not explicitly listed in the Tigard Development Code as to required parking, the City Engineer shall assign the use to the most similar category, considering at least the following factors as well as any other relevant information:
 - (a) The size of the site and the building;
 - (b) The number of employees;
 - (c) Other developed sites with similar use.
- (2) The City Engineer shall establish the amount of Street Maintenance Fee payable for each unit of nonresidential property and shall inform the Finance Director of the amount. The amount payable shall be redetermined if there is a change in use or development. All redeterminations based on a change in use or development shall be prospective only. The Finance Director shall charge the per-unit Street Maintenance Fee to the responsible party for each occupied unit of residential property.
- (3) The Street Maintenance Fee shall be billed to and collected from the responsible party for each occupied unit. Billings shall be included as part of the bimonthly water and sewer bill for occupied units utilizing City water and/or sewer, and billed and collected separately for those occupied units not utilizing City water and/or sewer. All such bills shall be rendered bimonthly by the Finance Director and shall become due and payable upon receipt.
- (4) Collections from utility customers will be applied first to interest and penalties, then proportionately among the various charges for utility services and street maintenance.
- (5) An account is delinquent if the Street Maintenance Fee is not paid by the due date shown on the utility bill. The City may follow the procedures for collection of delinquent accounts set forth in Section 12.03.030 and/or 12.03.040, including termination of water and/or sanitary sewer service.

15.20.070 Waiver of Fees in Case of Vacancy.

- (1) When any developed property within the City becomes vacant as described in Subsection 3, upon written application and approval by the Finance Director, the Street Maintenance Fee shall thereafter not be billed and shall not be a charge against the property.
- (2) The Finance Director is authorized to cause an investigation of any property for which an application for determination of vacancy is submitted to verify any of the information contained in the application. The Finance Director is further authorized to develop and use a standard form of application, provided it shall contain a space for verification of the information and the person signing such form affirm under penalty for false swearing the accuracy of the information provided therein.
- (3) For purposes of this section, a unit of property is vacant when it has been continuously unoccupied and unused for at least thirty (30) days. Fees shall be waived in accordance with this section only while the property remains vacant. Any occupancy or use of the property terminates the waiver. The City may charge any property with the appropriate Street Maintenance Fee, including charges for prior billing periods, upon determining by whatever means that the property did not qualify for waiver of charges during the relevant time. The decision of the Finance Director under subsection (1) and (2) shall be final.

15.20.080 Administrative Provisions and Appeals

- (1) The City Engineer shall have the initial authority and responsibility to interpret all terms, provisions and requirements of this chapter and to determine the appropriate charges thereunder. The City Engineer's determination of the amount of the Street Maintenance Fee to be charged to each occupied unit may be challenged by submission of a written application to the City Engineer. The application shall be submitted in sufficient detail to enable the City Engineer to render a decision.
- (2) Within 30 days of the submission of a complete application challenging the amount of the Street Maintenance Fee to be charge to an occupied unit, the City Engineer shall cause a decision to be made on the application. The decision shall be written and shall include findings of fact and conclusions for the particular aspects of the decision, based upon applicable criteria. A copy of the decision shall be mailed to the person submitting the request. The City Engineer shall maintain a collection of such decisions. Decisions of the City Engineer, which affect the amount of fee to be charged to a property, shall be forwarded to the Finance Director. Except as provided under subsection (4) of this section, the decision of the City Engineer is final.
- (3) The City Engineer may determine that the land use category is proper and that the fee charged is appropriate. However, if the decision of the City Engineer results in a change in the category of land use, the City Engineer shall assign a new use category, determine the appropriate fee for the category, and notify the Finance

Director so that the appropriate change may be made in the applicable fee to be charged in the future. No back charges or refunds shall be allowed. The decision of the City Engineer under this subsection (3) only, may be appealed to the City Council.

(4) A Responsible Party who disputes the determination of the City Engineer as to use category or number of required parking spaces may file a written appeal with the City Manager. All appeals must be submitted within ten (10) days from the date of the City Engineer's decision, together with a filing fee in an amount set by Council by resolution. The application for appeal shall specify the reasons the appeal. No other appeals shall be permitted.

(5) The City Manager shall schedule appeals for City Council review and notify the appellant not less than ten (10) days prior thereto of the date of such Council review. The Council shall conduct a hearing during a public meeting and determine whether there is substantial evidence in the record to support the interpretation given by the City Engineer. The Council may continue the hearing for purposes of gathering additional information bearing on the issue. The Council shall make a tentative oral decision and shall adopt a final written decision together with appropriate findings in support thereof. The decision of the Council shall be limited to whether the appellant has been assigned to the appropriate use category, or whether the appropriate minimum parking space requirement or number of fueling positions has been correctly identified. If the Council should determine that a different use category should be assigned, or that the minimum parking space requirement should be revised, it shall so order, provided no refund of prior Street Maintenance Fees shall be given. Only where the Council decision results in a change in use category and/or change in the minimum parking space requirement will the filing fee on the appeal be refunded. The Council decision shall be final.

15.20.090 Administrative Policies.

(1) The following policies shall apply to the operation and scope of this chapter:

- (a) Street Maintenance Fees imposed under this chapter shall apply to all occupied units, occupied units owned and/or occupied by local, state and federal governments, as well as property which may be entitled to exemption from or deferral of ad valorem property taxation.
- (b) Publicly owned park land, open spaces and greenways shall not be subject to the Street Maintenance Fee unless public off-street parking designed to accommodate the use of such areas is provided.
- (c) Areas used for commercial farming or forestry operations shall be billed according to the use of any structures on the site. Where a site is used exclusively for farming or forestry and not for residential or commercial uses, the site shall not be subject to the Street Maintenance Fee. Where there are different seasonal uses of structures on farm or forest land, the use category shall be determined by examining the use for the longest portion of the year. Where more than one use is made of a farming or forestry, then

each use shall be examined separately and combination of use categories shall be used to determine the Street Maintenance Fee.

- (d) Areas encompassing railroad and public right-of-way shall not be subject to the Street Maintenance Fee.
 - (e) Railroad property containing structures, such as maintenance areas, non-rolling storage areas and areas used for the transfer of rail transported goods to non-rail transport shall be subject to Street Maintenance Fees.
 - (f) For newly developed properties, the fees imposed under this chapter shall become due and payable from and after the date when the developed property is connected to the public water or sanitary sewer system.
- (2) The City Engineer is authorized and directed to review the operation of this chapter and where appropriate recommend changes thereto in the form of administrative policies for adoption of the City Council by resolution. Administrative policies are intended to provide guidance to property owners, subject to this chapter, as to its meaning or operation, consistent with policies expressed herein. Policies adopted by the Council shall be given full force and effect, and unless clearly inconsistent with this chapter shall apply uniformly throughout the City.
- (3) If an occupied unit of nonresidential property is used for more than one use with different minimum parking requirements, the Street Maintenance Fee shall be based on the required parking for the total of the various uses.

15.20.100 Penalty.

In addition to any other remedy, violation of any provision of this chapter shall be a Class A Civil Infraction. Each day of delinquency in paying the Street Maintenance Fee constitutes a separate violation.

15.20.110 Severability.

(1) In the event any section, subsection, paragraph, sentence or phrase of this chapter or any administrative policy adopted herein is determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remainder of the chapter shall continue to be effective. If a court of competent jurisdiction determines that this chapter imposes a tax or charge, which is therefore unlawful as to certain but not all affected properties, then as to those certain properties, an exception or exceptions from the imposition of the Street Maintenance Fee shall thereby be created and the remainder of the chapter and the fees imposed thereunder shall continue to apply to the remaining properties without interruption.

(2) Nothing contained herein shall be construed as limiting the City's authority to levy special assessments in connection with public improvements pursuant to applicable law.

SECTION 2: An emergency is declared to protect the health and safety of Tigard citizens to prevent delay in implementation of street repair and maintenance. The portion of Section 1 of this ordinance establishing Tigard Municipal Code section 15.20.020 shall take effect immediately on passage. The remainder of Section 1 shall be effective 30 days after its passage by the Council, signature by the Mayor, and posting by the City Recorder.

PASSED: By _____ vote of all Council members present after being read by number and title only, this _____ day of _____, 2003.

Catherine Wheatley, City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2003.

James E. Griffith, Mayor

Approved as to form:

City Attorney

Date

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Notice of Public Hearing

Street Maintenance Fee

The TIGARD CITY COUNCIL on Tuesday, November 18, 2003, at 7:30 PM at the City of Tigard Town Hall, 13125 SW Hall Blvd., Tigard, Oregon, will consider adoption of an ordinance to establish a Street Maintenance Fee for the City of Tigard. The City Council will conduct a public hearing as part of the process for adoption of the ordinance establishing the fee. This fee would be added to the City's utility bills.

Copies of the proposed ordinance are available for review on or after 12:00 Noon November 12, 2003 at City Hall, 13125 SW Hall Blvd., Tigard, Oregon 97223. In addition, the ordinance can be viewed also after 12:00 Noon November 12, 2003 at the City of Tigard website (www.ci.tigard.or.us) under the City Council Agenda in the City Council packet for that meeting. Further information may be obtained from the Engineering Department by calling 503-639-4171.

TT Publish November 6, 2003

AGENDA ITEM # _____
FOR AGENDA OF November 18, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Bridgeport Village Update

PREPARED BY: Jim Hendryx DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

A representative from OPUS, the developer of the Bridgeport Village project, will provide an update on the pending development.

STAFF RECOMMENDATION

No action required.

INFORMATION SUMMARY

The Durham Quarry has been used for a number of years as a source of gravel for County and building activity. The quarry went out of service a number of years ago and was being refilled. The overall quarry property encompasses approximately 28.6 acres, with approximately 7.1 acres zoned Mixed Use Commercial (MUC-1) in Tigard and the remaining 21.5 acres similarly zoned in Tualatin.

The County declared the property as surplus and went through the process of requesting proposals for development of the property. OPUS Northwest, LLC, was chosen to develop the site.

As noted, the site is divided between two jurisdictions. To simplify the development process, Tigard entered into an Intergovernmental Agreement with Tualatin, assigning development responsibility for the entire site to Tualatin. The agreement is similar to our agreement with Washington County for the unincorporated Bull Mountain area.

OPUS has proceeded with detailed development plans that include the quarry site and adjacent properties. The project is under review in Tualatin.

The issue before Council is to receive an update from Bruce Wood, OPUS Northwest, LLC. He will provide a project overview and status report on this significant development project.

OTHER ALTERNATIVES CONSIDERED

Not applicable

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Growth and Growth Management; Goal #1 – Accommodate growth while protecting the character and livability of new and established areas.

ATTACHMENT LIST

Attachment 1: Site plan of Bridgeport Village

FISCAL NOTES

N/A

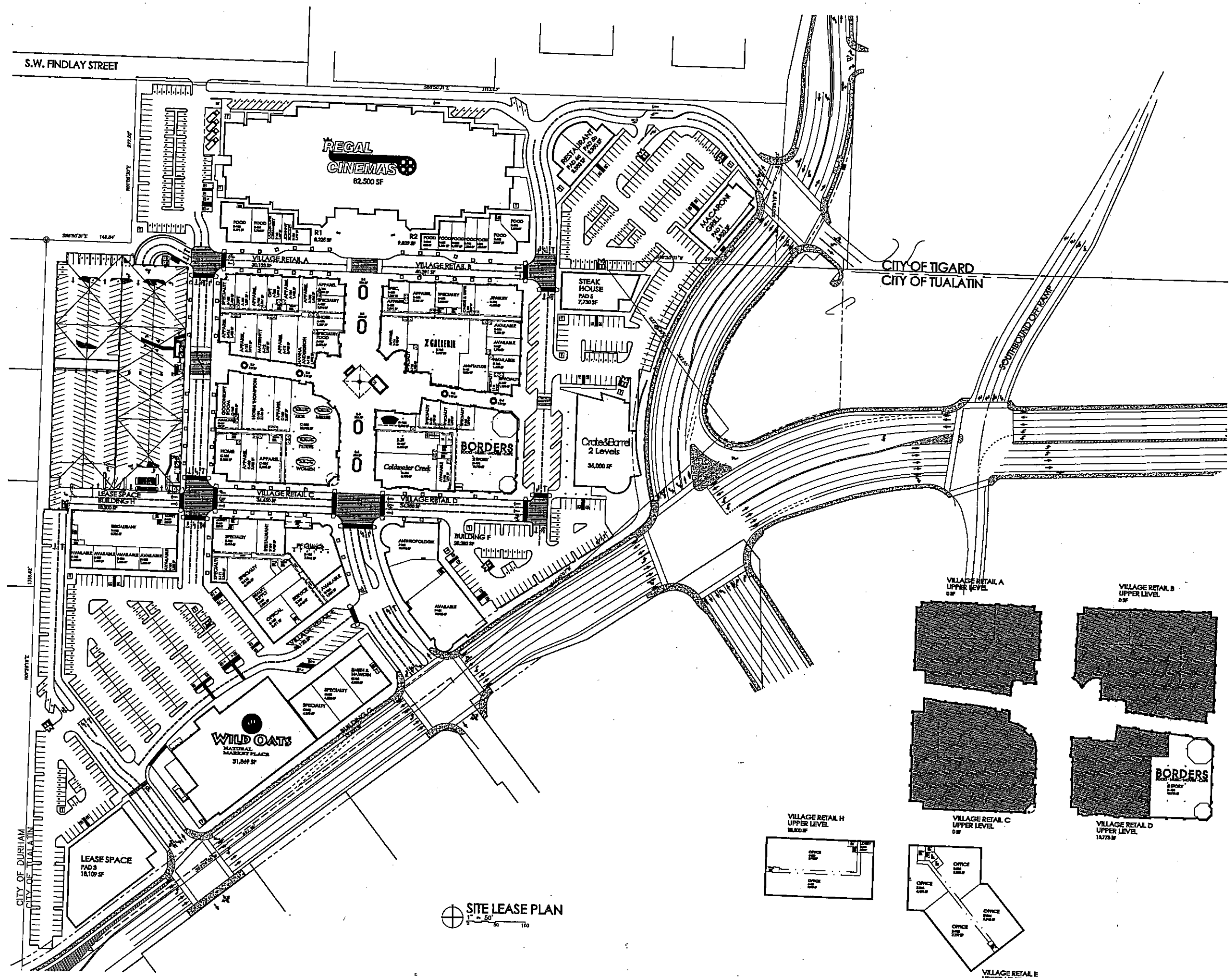
CENTER OAK Properties, L.L.C.
 649 NW 12th Street
 Gresham, OR 97030

OPUS.

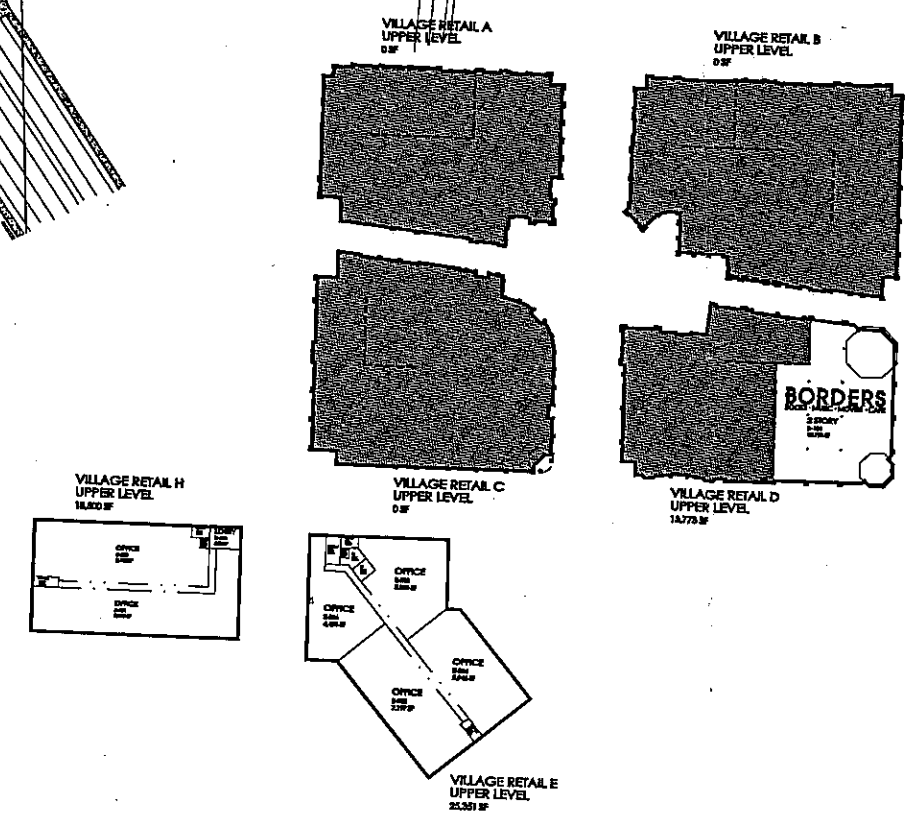
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 Long Beach, CA / 562.593.8884
 West Hollywood, CA / 310.550.0000



LP-11
 20 October 2003



SITE LEASE PLAN
 1" = 50'



BRIDGEPORT VILLAGE
 TUALATIN OREGON